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it could not well be used by the defendant. "There is no evidence that plaintiff sold the coal with reference to its being used in any particular devise for the handling of it, which required dry coal, and therefore there was no implied warranty that would answer such purpose."

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**Boycott of Broker Lawful.**—The anti-trust statute of Missouri denounces combinations to restrain trade or competition, and provides for the recovery of threefold damages to the person injured. Plaintiff's petition charged that it was a commission merchant buying and selling live stock in Kansas City, and that plaintiff was not a member of a certain brokers' exchange or of another exchange whose members were engaged in buying and selling live stock on their own account; that defendants, members of the latter exchange, entered into a pool or combination among themselves and other members of the exchange not to buy or sell any live stock to plaintiff, and not to buy or sell to any members of the brokers' exchange who bought from or sold to plaintiff, and thereby forced plaintiff out of business. The Supreme Court of Missouri in *Co-operative Live Stock Commission Company v. Browning*, 168 Southwestern Reporter, 934, held that the petition did not bring the defendant's actions within the combination denounced by the statute. The court said that since the plaintiff was merely a commission merchant or agency, and neither produced, manufactured, owned, nor carried any article of commerce, the pool or combine formed against plaintiff could, in no manner, result in "restraint of trade or competition in the importation, transportation, manufacture, purchase, or sale of any product or commodity in this state. \* \* \* The commission man is simply an agent engaged in the business of selling one man's cattle to another for an agreed or a reasonable fee. That being unquestionably true, then can it be said that this petition charges or could truthfully charge that the live stock owner, the packer, trader, or the consuming public was or could be damaged by the agreement complained of in this case?"

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**Limitations—A Property Right.**—The defense of the statute of limitations, when it has once accrued, cannot be destroyed by subsequent legislation, but it becomes a vested right. *Rhodes v. Cannon*, 164 Southwestern Reporter, 752. The Supreme Court of Arkansas in that case said that the overwhelming weight of authority is to that effect. "The proposition that the Legislature has the power to take the property of one man and transfer it to another is at once monstrous and absurd. And what is the difference between the proposition and the one that the Legislature has the power to deprive a man of legal defense against a demand set up against him?"

In the first case the action would be direct and fully understood; in the second, it would be indirect, taking the property of the defendant under the form of a judicial sentence, by depriving him of a valid defense against a demand invalid in law."

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**Polluted Water.**—The parties to this action were engaged in manufacturing in the city of Newark, N. J. The lands upon which their plants were erected adjoined. The plaintiff corporation is a brewing industry, manufacturing malt liquors. To successfully carry on the manufacture of these liquors the plant required large quantities of pure, cool water. They obtained the water from wells on their own land, which water was pecuniary adapted for the manufacture of the liquors. The defendant gas company manufactured illuminating gas, and its success in that business required the consumption of large quantities of coal and oil, the residuum of which, after distillation by heat and the purification of the gas sufficient for illuminating requirements, is tar and its compounds. This tar, being heavier than water, will, if allowed to escape from the gas holders in which they form, sink down into the soil and underground percolating waters, and are carried thereby to neighboring wells of water. The water of the wells of the plaintiff becoming polluted with this tar, they brought this action to recover damages. The Court of Errors and Appeals of New Jersey said that the settled law of New Jersey was that the landowner has not an absolute and unqualified property in all water found percolating in his soil to do what he pleases with. He has the right to use it only in a reasonable manner and to a reasonable extent for his own benefit for domestic purposes, as well as in manufacturing and his own consumption, as in agriculture, irrigation, and the like, and without undue interference with the rights of other landowners to the like use and enjoyment of such water. *P. Ballantine & Sons v. Public Service Corporation of New Jersey*, 91 Atlantic Reporter, 95.